

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND BLUE ORIGIN FLORIDA, LLC
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. KCA-4555 (ANNEX NUMBER 14)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA Kennedy Space Center (KSC) providing Blue Origin engineering and support services associated with transport, outages, traffic modifications, and other institutional support required for the relocation of Blue Origin's Rocket Simulator and other associated launch vehicle hardware.

ARTICLE 2. RESPONSIBILITIES

A. Blue Origin shall:

1. Fully fund NASA in advance for agreed to tasking in accordance with the NASA KSC cost estimate for services to be provided.
2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Blue Origin requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

1. Provide Blue Origin with follow-up financial reports detailing the services provided and the associated cost.
2. Provide Blue Origin with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

Blue Origin will pay to NASA in advance of task initiation, an estimated cost of \$23,936.09 for NASA to carry out its responsibilities under this Annex. Blue Origin shall mark each payment with “Kennedy Space Center KCA-4555” and this Annex number.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex, which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of the life of the Umbrella Agreement.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below (“Effective Date”) and shall remain in effect until the completion of all obligations of both Parties hereto, or until December 3, 2023, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John F. Kennedy Space Center

Eric Haberle
Customer Advocate
Spaceport Integration and Services
Mail Code: SI-II
Kennedy Space Center, FL 32899-0001
Phone: 321-861-6380
eric.haberle@nasa.gov

Blue Origin

Patrick Butler
Senior Supply Chain Manager
Orbital Launch Site | Merritt Island, FL
32953
w. 321.222.4345
pbutler@blueorigin.com |

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

SCOTT
BY: **KOESTER**
Digitally signed by SCOTT KOESTER
Date: 2021.02.10 12:15:21 -05'00'

Scott Koester
Customer Services and Integration Branch
KSC Spaceport Integration and Services
Directorate SI
Kennedy Space Center, FL 32899-0001

Patrick Butler
BY: **Patrick Butler**
Digitally signed by Patrick
Butler
Date: 2021.02.10
12:54:26 -05'00'

Patrick Butler
Blue Origin
8082 Space Commerce Way
Merritt Island, FL 32953

DATE: **2/10/2021**

DATE: **02/10/2021**
